



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 5, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Consor North America for the Sunnyside Rd & 142nd Pavement Overlay & Americans with Disabilities Act Ramp Project. Contract Value is \$2,055,926 for 30 months. Funding is through the County Road Fund. No County General Funds are involved.

Previous Board Action/Review	None		
Performance Clackamas	The project will build a strong infrastructure and ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Mike Ward	Contact Phone	503-742-4688

EXECUTIVE SUMMARY: The County identified Sunnyside Road and 142nd Avenue for pavement preservation and ADA Ramp improvements. The pavement preservation is proposed to be between 101st and 172nd Avenue, not including the portion between 122nd and 162nd avenues where pavement preservation and ADA Ramp improvements were performed in 2021 and 2022. Also, pavement preservation and ADA Ramp improvements are needed along the length of 142nd Ave from Sunnyside Rd to Highway 212. An anticipated total of 58 intersection corners are planned to be replaced to meet current ADA requirements for this project. There are five non-signalized intersections that are planned to have curb ramp retrofits, as well as six signalized corners that are proposed to include traffic signal modifications to meet ADA requirements for pedestrian push button reach, height and level landing. There are nine non-signalized intersections along 142nd Avenue.

This personal services contract will provide project management; survey; utility coordination; public involvement/outreach; and the development of both preliminary and final design; right-of-way research, descriptions, appraisals, and acquisitions; and bid and award assistance for the Sunnyside Rd & 142nd Pavement Overlay & ADA Ramp Project.

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The contract's total estimated not to exceed amount is \$2,055,926 and is funded through County Road Fund. The design of the project is estimated to be completed by the early spring of 2027 with construction starting in the summer of 2027.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules as Request for Proposal #2024-90, which was advertised on September 19, 2024 and proposals were opened on October 17, 2024. The County received three (3) responses, which were evaluated by a committee of DTD personnel, resulting in a ranking of Consor North America's proposal as the highest. After Notice of Intent to Award was issued, the statement of work and project fees were negotiated and finalized.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners approve and sign the Personal Services Contract #1219 with Consor North America, Inc. for the Sunnyside Rd & 142nd Pavement Overlay & ADA Ramp Project.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #1219**

This Personal Services Contract (this "Contract") is entered into between **Consor North America, Inc.** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Department of Transportation and Development.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2027**.
- 2. Scope of Work.** Contractor shall provide the following engineering necessary to design the Sunnyside Rd & 142nd Pavement Overlay & ADA Ramp Project ("Work"), further described in **Exhibit A**. The Work authorized by this Contract is limited to the preliminary design phase work described in Exhibit A. If County requests performance of construction engineering, inspection and construction contract administration phase work, it will do so by issuing an amendment to this Contract on terms acceptable to both parties.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Million Fifty-Five Thousand Nine Hundred Twenty-Six Dollars (\$2,055,926.00)** for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit A**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: MWard@clackamas.us and lkitts@clackamas.us

- 5. Travel and Other Expense.** Authorized: ☒ Yes ☐ No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract and Exhibit A.

7. Contractor and County Contacts.

Contractor Administrator: Andrew Giesy Phone: 503-225-9010 Email: Andrew.Giesy@consoreng.com	County Administrator: Mike Ward Phone: 503-742-4688 Email: Mward@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, which may be caused by, or result from, any negligent act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all third-party claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon

Contractor's negligent acts or omissions in performing under this Contract. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of County's reasonable defense costs (including reasonable attorney fees) in an amount not to exceed the proportionate fault of Contractor, as determined by adjudication, alternative dispute resolution, or otherwise resolved by settlement agreement.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) this Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the

termination of this Contract in accordance with its terms.

- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. Any reuse of work product outside the scope of work of this Contract or any alteration of the Work Product without Contractor's review and approval shall be at the County's sole risk.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. Subcontracts and Assignments. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall not be unreasonably withheld. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. Tax Compliance Certification. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. Termination. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. Remedies. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. Time is of the Essence. Contractor agrees that time is of the essence in the performance of this Contract.

- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. Reserved.**
- 29. Reserved.**
- 30. Key Persons.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 31. Reserved.**

32. Reserved.

33. Reserved.

34. **Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Consor North America, Inc.

Clackamas County

		5/15/2025 11:25:44 AM EDT	
Authorized Signature	Date	Signature	Date
Chris Link	District Manager OR/ID Transportation	Name:	
Name / Title (Printed)		Title:	
146807-14			
Oregon Business Registry #		Approved as to Form:	
DBC/Oregon			5/19/2025
Entity Type / State of Formation		County Counsel	Date

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

**SCOPE OF WORK
CLACKAMAS COUNTY, OREGON
ENGINEERING SERVICES FOR
ADA RAMPS AND PAVING: SUNNYSIDE RD & 142ND AVE**

INTRODUCTION

The Clackamas County Department of Transportation and Development (“DTD”), hereafter referenced as “County”, is seeking the services of a qualified consultant to provide project management, survey, environmental studies, stormwater and hydraulic services, utility coordination, public outreach, geotechnical, and the development of both preliminary design and final PS&E (Plans, Specifications and Estimates) design, right-of-way services, and bid assistance for the “ADA Ramps and Paving: Sunnyside Rd & 142nd Ave Project”.

BACKGROUND

The County has identified portions of Sunnyside Road, from 101st Ave to 119th Ave and between 162nd Ave and 172nd Ave (not inclusive), and along with 142nd Avenue, from Sunnyside Rd to Hwy 212, to receive asphalt pavement rehabilitation. This pavement rehabilitation work also requires retrofit of the adjacent sidewalk curb ramps at intersection corners to meet ADA requirements.

The County has secured County Road Funds to reconstruct sidewalk ramps and perform pavement rehabilitation along Sunnyside Rd and 142nd Ave.

PROJECT UNDERSTANDING

This project will reconstruct sidewalk ramps at intersection corners along Sunnyside Road and 142nd Avenue in order to comply with ADA requirements triggered by pavement rehabilitation. While most ramp locations will require the removal of existing concrete and construction of new ramps, the improvements needed at each ramp will depend on the existing conditions. Several ramp locations may only require the placement of detectable warning strips while other locations will require electrical changes to the push buttons and signal cabinet.

The roadway pavement along Sunnyside Rd from 101st Ave to 119th Ave and from 162nd Ave to 172nd Ave (not inclusive), and along 142nd Avenue from Sunnyside Rd to Hwy 212 will be rehabilitated to preserve the roadway structure.

Project Limits:

Intersections along Sunnyside Road from and including 101st Ave through and including 119th Ave, and between 162nd Ave and 172nd Ave (not including the intersection), and along with intersections along 142nd Avenue, from Sunnyside Road to Highway 212.

A total of 49 intersection corners (84 curb ramps) have been identified as needing to be replaced, which includes 30 non-signalized intersection corners (46 non-signalized ramp retrofits) and 19 signalized intersection corners (38 signalized ramp retrofits). A separate total of 14 existing ramps have been identified by the County to receive detectable warnings (domes) only. Consultant will inventory only the corner specific locations listed as “No. of Existing Ramps to Add Domes Only”, and confirm that the previously completed County inspections of compliant ramps are valid (it is assumed no ramp replacement design work required at these inventory corners). The anticipated intersection corners to receive curb ramp modifications are shown in Table 1 and Table 2 below.

Existing mid-block end of walk locations, commercial/residential driveways, sidewalk between corners, bus stops, and pedestrian elements beyond the ROW throughout the project limits will not be addressed

for ADA compliance with this project, as these elements are not triggered for ADA compliance by pavement maintenance projects.

Table 1 Curb Ramp List; SE Sunnyside Rd

Street	Intersection	Non-Signalized Corner Retrofits	Signalized Corner Retrofits	No. of Existing Ramps to Add Domes Only
Sunnyside Rd	101 st Ave	0	4	0
Sunnyside Rd	104 th Ct	2	0	2
Sunnyside Rd	105 th Dr	0	4	0
Sunnyside Rd	106 th Ave	0	0	2
Sunnyside Rd	Sunnybrook Blvd	0	0	8
Sunnyside Rd	Valley View Terr	0	4	0
Sunnyside Rd	114 th Ct	0	0	2
Sunnyside Rd	117 th Ave	0	3	0
Sunnyside Rd	119 th Dr	0	4	0
Sunnyside Rd	Cresswell Cove	4	0	0
Sunnyside Rd	169 th Ave	0	0	0
	Sunnyside Rd Total	6	19	14

Table 2 Curb Ramp List; SE 142nd Ave

Street	Intersection	Non-Signalized Corner Retrofits	Signalized Corner Retrofits	No. of Existing Ramps to Add Domes Only
142 nd Ave	Princeton Village Wy	4	0	0
142 nd Ave	Red Maple Ln	4	0	0
142 nd Ave	Oregon Trail Dr	4	0	0
142 nd Ave	Territory Dr	4	0	0
142 nd Ave	Village Slope Ct	2	0	0
142 nd Ave	Sieben Creek Dr	2	0	0
142 nd Ave	Christenson Ct	2	0	0
142 nd Ave	Charjan St	0	0	0
142 nd Ave	Wenzel Dr/Iseli Ln	2	0	0
	142nd Ave Total	24	0	0

Survey:

Topographic survey will be performed at all proposed curb ramp locations. Mobile lidar scan will be used to create the project basemap for paving plans.

Stormwater Management:

It is anticipated that there will not be an increase in impervious area which would require the additional treatment of stormwater.

Generally, existing catch basins will be maintained and protected in place. There will be some minor changes to the stormwater system where catch basins conflict with the pedestrian pathway and will be relocated or adjusted for ADA purposes.

Franchise Utilities:

Relocate for utility conflicts by utilities.

Landscaping:

Grass seed or mulch shall be shown to match existing landscaping beyond improvements.

Public Involvement and Outreach:

Public involvement will consist of providing information for county's website, developing a flyer to be mailed, attending an in-person and an online community open house, Community Planning Organization meetings, and in-person meetings with adjacent property owners.

Right-of-Way (ROW):

Assumed 20 files for ROW and easement acquisitions shall be required; All 20 parcels are assumed to require ROW and easements.

Assumed 13 Rights of Entry (ROE) permits will be necessary for proposed driveway connection construction on SE 142nd Ave. County ROW staff will obtain all ROE's for the project.

Geotechnical and Geologic Services:

Assumed geotechnical and geologic services will consist of geotechnical field investigations to explore the subsurface conditions for the development of asphalt concrete pavement rehabilitation and/or reconstruction recommendations. Roadway widening is not anticipated.

SPECIFIC SCOPE OF SERVICES

SUMMARY OF WORK

Project management, survey, environmental and stormwater/hydraulic services, utility coordination, public outreach, and the development of both preliminary design and final PS&E (Plans, Specifications and Estimates) design, right-of-way services, and bid assistance up through bid award for this project based on the scope of services described herein.

Task 1.0 Project Management and Project Coordination

Task 2.0 Survey, Field Investigations and Mapping

Task 3.0 Environmental Reconnaissance and Permitting

- Task 4.0 Stormwater / Hydraulics Related Services (RESERVED)
- Task 5.0 Utility Coordination
- Task 6.0 Public Involvement/Outreach
- Task 7.0 Preliminary Curb Ramp Design (30%)
- Task 8.0 Final Design (60%, 90%, and 100% Bid Ready)
- Task 9.0 Right-of-Way Research, Descriptions, Appraisals and Acquisitions
- Task 10.0 Bid and Award Assistance
- Task 11.0 Geotechnical and Geologic Services

The duration of the design of this project is assumed to be from March 2025 through November 2026 for the completion of design and right-of-way tasks (21 months). Bidding and contracting will occur between February 2027 and March 2027. Construction is anticipated to occur from May 2027 and October 2027. This scope of services does not include construction engineering or construction support but may be added at the discretion of the County towards the end of the design phase through a contract amendment.

Task 1.0 Project Management and Project Coordination

1.1 Project Management

Consultant shall:

- Monitor and manage project scope, schedule and budget.
- Prepare and maintain a contract and task decision log documenting all proposed changes to the project (i.e., change orders and notices to proceed) as well as the proposed schedules and deliverables.
- Complete subconsultant management tasks as defined in the scope of work.
- Prepare monthly invoices and progress reports. Consultant assumes a 25-month timeframe for the project to be designed and bid for construction.

1.2 Project Coordination

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the County. The Consultant Project Manager shall direct all meetings and provide direction to the rest of the team as the project progresses. These meetings shall have a specific agenda with a predefined objective and outcome to address and resolve project issues as they are encountered. Agendas shall be distributed a minimum of 3-days in advance of the meeting.

Consultant shall:

- Schedule, prepare for, and conduct a project kick-off meeting (1 hour duration, in-person) to review the purpose and scope of the project. Up to 5 consultant personnel (3 Consor staff, 1 DKS staff, 1 GRI staff) will be present at the meeting. Subconsultant budgets are included in subsequent design tasks.
- It is assumed in-person coordination meetings (1 hour each) shall be held during the design phase of the project (21-month time frame for a total of up to 3 meetings). Meetings to be held at County offices or online (Zoom or Teams preferred). Up to 3 consultant personnel (2 Consor staff and 1

DKS staff) are expected to attend each meeting. Subconsultant budgets are included in subsequent design tasks. Consultant shall prepare agenda in advance of quarterly meetings.

- A total of up to 3 telephone/web conference calls with the Project Team (1 hour each). Up to 3 consultant personnel (2 Consor staff and 1 DKS staff) are expected to connect into each meeting. Subconsultant budgets are included in subsequent design tasks.
- Conduct telephone and video call check-in meetings (0.5 hour each) with the County Project Manager, up to two per month (25-month time frame), to keep the County project manager informed about issues, decisions and impact. Document decisions in email format. Up to 2 consultant personnel (2 Consor staff) are expected to connect into each meeting.
- Consultant shall prepare a project schedule at the on-set of design. Up to two (2) updates shall be provided if project design falls behind schedule.

Task 1 Deliverables:

- *Contract/Task Decision Log*
- *Monthly Invoices and Progress Reports*
- *Initial Project Schedule with Periodic Updates*
- *Meeting Agendas and Minutes*

Task 2.0 Survey, Field Investigations and Mapping

2.1 Topographic Survey

Curb Ramp Topographic Survey

Consultant shall complete a topographic survey in English units (International feet) for the project curb ramp location. Intersection corners to be retrofitted and corners where crosswalk closures are anticipated shall be surveyed.

- Features to be shown include trees six inches or more in diameter (dbh), ornamental trees, utilities, utility poles, signal poles (including poles, top of plate, edges of foundations, cabinets, etc.), existing retaining walls (including top and bottom of wall at front face of wall, top of wall at back face of wall, finish grade at front face of wall, and finish grade at back face of wall), overhead wires, fences, area lights, culverts, driveways (including width and length), walks, crown line of streets, edge of pavement, ditches, traffic and other permanent signs, and structures as accessible.
- Underground features such as utility line sizes, rim elevations and invert elevations (including upstream and downstream structures), fuel tanks, wells, septic tanks, and drain fields shall be shown as indicated by surface features and other information including as-built drawings, One-call locate paint marks, and utility company data. Consultant assumes County shall vacuum clean all structures prior to survey field work.
- Existing striping shall be located where needed to design the project striping.
- All significant features within 25 feet of the existing ROW (or up to the face of building, whichever is closer) shall be tied.
- Notify Adjacent property owners as required by ORS 672.047
- Photos of site conditions shall also be taken.
- The Horizontal Datum to be NAD 83(2011) epoch 2010.00 using the appropriate Zone to minimize distortion, utilizing the Oregon Real Time Network. The Horizontal Network shall be resolved using differential Real Time Kinematic (RTK) GPS observations along with terrestrial ground measurements. The Vertical Datum shall be NAVD 88. Topo base will have one-foot contour intervals. Closed loop differential level measurements shall run through all of the on-site Control.

The project limits shall include:

- The typical limits of survey for each corner include grid shots every 5 feet within 20 feet from the corner, in each direction. Beyond 20 feet from the corner, survey grid shots are collected every 10 feet for an additional 30 feet. Additionally, typical limits of survey at signalized intersections extend from the curb line to the adjacent bike lanes, and on non-signalized intersections extend from the curb line to the roadway centerline of the minor street.
- The typical limits of survey for each existing retaining wall match the limits of the survey for each corner. Additionally, limits of survey for walls retaining the roadway extend from front face of wall to 20 feet from front face of wall with grid shots every 5 feet. Limits of survey for walls retaining existing grade above corners are 10 feet from front face of wall with grid shots every 5 feet.

The field topographic data shall be incorporated into a topographic survey basemap and digital terrain model utilizing AutoCAD Civil 3D 2019 or newer.

Pavement Rehabilitation Mobile LiDAR Scan

For pavement rehabilitation areas, Consultant shall create a 2D basemap showing ground features in the paving limits using mobile LiDAR scanning technology to collect the data. Consultant will coordinate with the County for an agreed upon coordinate system for the LiDAR data.

Incorporate County provided AutoCAD property information (referenced to agreed upon coordinate system) into the 2D basemap drawing.

The Mobile LiDAR will not be constrained to local scanning targets but will be referenced to coordinate system as described above. Because of this, horizontal (and vertical) accuracy can vary throughout the project area, but is sufficient for paving plans.

LiDAR mapping areas are: Mainline SE Sunnyside Rd from the east side of SE Stevens Rd to the east side of SE 122nd. Mainline SE Sunnyside Rd from the west side of SE 162nd to the east side of SE 172nd. Mainline SE 142nd from the north side of SE Sunnyside Rd to the south side of OR212.

‘Ground features’ include:

- Top of curb
- Edge of pavement
- Gutter lines along curbs and face of gutter pans if present
- Pavement striping (lines, legends, and bars)
- ACP and concrete driveway entrance locations and approximate extent of driveway curb openings
- Surface utility structures visible in the lidar (underground utility locate marks will not be mapped)
- No linework outside of the top of curb or edge of pavement where no curb exists will be included

No ground surface will be provided.

2.2 Horizontal Control, Monument Recovery, and Pre-Construction Record-of-Survey

Consultant shall:

- Retrace all existing ROW within the project corridor. Consultant shall search all survey records on file with Clackamas County, to reestablish existing centerlines of each ROW.

- Research deeds and Record Surveys, including but not limited to all property surveys, county road surveys, original county road resolutions, public land corner surveys, and Donation Land Claim (DLC) surveys.
- Keep all copies of the research data collected, including but not limited to surveys, deeds, assessors' maps, county road maps, government corner surveys, and horizontal and vertical control data sheets Consultant's Project file. Consultant shall provide all project-related data and records to the County at the end of the project.
- Survey found property corners, property line fences and the existing edges of pavement to establish existing road centerlines and rights-of-way. Consultant shall tie at least one (1) Public Land Survey System (PLSS) corner as necessary to show a relationship to the road centerlines. Consultant shall provide at least one (1) PLSS corner tie for ROW descriptions and the filing of a Record Survey.
- Show adjacent property lines and existing ROW on the Project Base Map using Consultant's ROW retracement. Consultant shall prepare and file a Pre-Construction Record of Survey conforming to all applicable County standards with the County Surveyor's office. To perpetuate monument locations as required under ORS 209.155. Any new right of way line must be monumented and a record of survey files with the County Surveyor in accordance with ORS 368.106(2),(3), and (4). Scale for survey map shall be 1"=40', or as approved.
- Prepare a ROW survey for Sunnyside Road and 142nd Avenue. Show the project centerline and existing centerlines, property owner's name, tax lot numbers, existing and proposed ROW lines, and proposed permanent and temporary easement lines.
- File Record of Survey Map with County Surveyor as required by ORS 209

Task 2 Deliverables:

- *Curb ramp basemaps drawings in AutoCAD and PDF*
- *2D paving basemap drawing in AutoCAD, which will include ground features listed above, and Property information provided by the County.*

Task 3.0 Environmental Reconnaissance and Permitting

The County will obtain Rights of Entry (ROE) for field reconnaissance work. The Consultant will provide list of properties requiring ROE's for research disciplines no less than five (5) weeks before such ROE's are required to perform work on private parcels. Consultant shall provide County with an exhibit map for each property showing the approximate location of any invasive test sites on the property, e.g. anything more than minor shovel sampling, test pits, etc.

The following tasks will be completed by the Consultant to identify issues and ensure compliance with the regulating agencies:

- 3.1 Perform wetland and waters determination for the project over area of expected impact and develop wetland and waters determination memorandum. No wetlands are anticipated to be within the project impact area.
- 3.2 Perform historical and archaeological baseline surveys. (RESERVED)
- 3.3 Perform archaeological phase 1 study and report. (RESERVED)
- 3.4 Perform a Level One Hazardous Materials Corridor Assessment and provide draft and final memorandums. (RESERVED)

Task 3 Assumptions:

- *This scope of work does not include the acquisition of any permits or authorizations.*
- *This scope of work does not include the preparation or submittal of a formal wetland delineation report to the Oregon Department of State Lands for wetland concurrence.*

Task 3 Deliverables:

- *Wetland and waters determination memo*

Task 4.0 Stormwater / Hydraulics Related Services (RESERVED)

Task 5.0 Utility Coordination

5.1 Utility Coordination

Consultant shall initiate coordination with utilities and verify utility provided relocation plans with the design documents. The locations and elevations of existing utilities and options for resolving conflicts shall be investigated. This work shall include working with the County and utility companies to “pothole” crossings and other areas to identify and eliminate conflicts. Potholing shall be provided by the utility companies. Once potholing data is obtained and mapped, the Consultant shall incorporate the data into any plan changes. Project assumes up to seven (7) utilities are within the project limits.

Consultant shall:

- Develop a utility contact information list.
- Issue project information letters to utilities within the project limits via email with the preliminary cover sheet showing the project limits for utilities to inform utility owners of the upcoming project, type of work, typical depth of excavation, and project delivery schedule. Request utility mapping/as-built plans for use in developing the project basemap.
- Verify utility basemap obtained through topographic survey utilizing utility mapping and coordinate with utility owners on errors/omissions.
- Prepare a Utility Conflict Spreadsheet, Utility Conflict Map, and send utility conflict letters to the affected utility companies (via email) describing the potential conflicts that exist, and the required adjustment or relocation to eliminate the conflict. A spreadsheet of location and elevations shall be provided to utility companies for use in excavating existing utilities (potholing) at points of potential conflicts. The schedule for making the necessary adjustment or relocations ahead of the beginning of road construction shall be identified.
- Review pothole data provided by the utilities and make recommendations to the project design to minimize utility relocation.
- Prepare an updated Utility Conflict Letter for each utility after submittal of the 90% plans notifying them of unavoidable conflicts with a mandatory relocation date.
- Perform ongoing coordination with utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate.
- Prepare for and attend up to three (3) on-site meetings (2 hour duration, in-person) to discuss utility conflicts/relocations with impacted utility owners.
- Provide an updated final design notice to utilities of contract dates and project status.

Task 5 Deliverables:

- *Project Information Letter to each utility 20 business days after NTP.*
- *Utility Conflict Spreadsheet(s), Map(s), and Letter(s) to each utility 20 business days after submittal of 60% submittal.*
- *The final utility relocation plan(s) submitted to the County Project Manager (CPM) within 10 days after acceptance.*
- *90% Design and Final Design Notice Letter(s) submitted to each utility 20 business days after submittal of Plans to County.*

Task 6.0 Public Involvement/Outreach

The Consultant shall assist the County's community relations specialist with preparation of documents to be distributed or made available to the general public.

Tasks related to public involvement include:

- Coordinating with the County's community relations specialist and County staff.
- Preparing exhibit for a flyer, to be produced and mailed by the County.

Task 6 Deliverables:

- *1 Graphical exhibit for County distribution*

Task 7.0 Preliminary Curb Ramp Design (30%)

During this preliminary phase of design, consultant will develop concept 2D curb ramp designs at curb ramp locations listed in Table 1 and Table 2 utilizing topographic survey to identify feasibility issues related to retrofitting ADA curb ramps.

7.1 Design Criteria (RESERVED)

7.2 Curb Ramp Concept Design (30% Submittal)

During this phase Consultant will focus on developing conceptual 2D curb ramp designs utilizing topographic survey to identify feasibility issues related to retrofitting ADA curb ramps noted in Table 1 and Table 2 to current County and PROWAG ADA standards.

Specific requirements under this task include:

- Integrate topographic survey into curb ramp detail sheets.
- Complete field evaluation of existing intersection corners noted in Table 1 and Table 2. Verify existing topographic survey and conditions including sidewalk width, curb width, curb exposure, grades, slopes, gutter flow, counterslopes, crosswalk grades, back of walk conditions (grass, shrubs, fence, etc.), and all pertinent information needed for proposed double ramp curb ramp layout.
- Review County provided ADA inspection forms on file for existing ramps. Consultant shall confirm in the field the fourteen (14) existing curb ramps that indicate full compliance with the exception of missing domes and audible push buttons (See Table 1 and Table 2). No work beyond installing domes and audible push buttons is proposed. Consultant will assume that all other ramp locations are non-compliant and no inspection forms will be filled out for the existing conditions.
- Develop conceptual 2D designs of curb ramps utilizing topographic survey with approximate ramp limits for use in developing future 3D curb ramp details at the 60% design stage. Designs shall conform with County ADA Standards, and PROWAG. ODOT/APWA standard drawings will be referenced as part of the Contract Documents that support the approved project curb ramp designs. Consultant shall indicate potential ADA design exception requests where applicable utilizing the County's current ADA Assessment Checklist. Assume double ramp designs at all corners (2 ramps per corner), and two (2) conceptual 2D design iterations per corner to vet maximum extent feasible designs.
- Develop conceptual 2D catch basin relocation designs were necessary. For estimating purposes, assume of the 49 intersection corners that only 3 intersection corners will require minor catch basin relocation work. No additional drainage analysis is required.

- Indicate proposed gutter flow drainage direction utilizing flow direction arrows on curb ramp detail sheets to indicate positive drainage around each corner. No additional drainage analysis is required.

No illumination (street lighting and/or pedestrian lighting) upgrades are addressed under this scope of work.

Sight distance analysis will not be required. The geometry of the curb ramps will be evaluated but the safety and/or location of the curb ramps will be not evaluated.

Remove and reinstall existing permanent signs on existing posts where in conflict with curb ramp work. It is assumed that existing pavement markings and marked crosswalk locations will remain as-is and that existing curb ramp locations on Sunnyside Rd will not change significantly. The exception is at the intersection of Sunnyside Rd/101st Street where existing single ramps will be retrofitted to double ramps. No traffic analysis will be required for operational impacts to relocated/adjust stop bar locations at signalized intersections due to double ramp designs.

7.3 Existing Retaining Wall Review (30% submittal)

Consultant shall review up to one existing retaining wall near the curb ramp locations at the following sites:

- SE Sunnyside Rd and SE Valley View Terrace – NE Corner

County shall provide existing retaining wall plans, geotechnical reports/data, and survey information. Consultant will review available information and recommend whether the wall can be protected in place, modifications are required to the wall, or if the curb ramp upgrades require replacement of the existing wall. Consultant will document recommendations in a Retaining Wall Design Memorandum under Task 7.4.

7.4 Retaining Wall Alternatives Analysis (30% submittal)

Consultant shall evaluate retaining wall alternatives for the site listed under Task 7.3.

Consultant will develop up to 2 wall alternatives. Wall types to be considered include cantilever concrete and prefabricated modular retaining walls. The evaluation of each wall section will include an analysis of the wall to determine its dimensions, including footing size and wall thickness. The wall sections will also be analyzed for sliding, overturning, and soil bearing pressure. Consultant will make assumptions on existing geotechnical conditions based on County provided data and/or engineering judgement. No geotechnical work is included in this scope of work.

Consultant shall document type, size, and location of each design alternative within a Retaining Wall Design Memorandum including typical wall section, potential aesthetic treatments, and a construction cost. The recommended alternative will be identified at the conclusion of the report and shown conceptually in the 30% Curb Ramp Concept Design. Consultant will develop one (1) Plan and Elevation sheet for the preferred alternative for the wall requiring replacement.

Retaining walls will be designed in accordance with AASHTO Bridge Design Specifications.

Geotechnical parameters will be assumed based on past experience. Special provision boilerplates requiring geotechnical parameter updates will include assumed values.

7.5 Stormwater Drainage Concept Alignment and Grade (RESERVED)

7.6 Construction Estimate (RESERVED)

7.7 Design Memorandum (RESERVED)

7.8 Design Exceptions

Consultant shall develop draft and final ADA design exception requests for deviations in the design not meeting the design criteria. Consultant shall use County's template ADA design exception form. It is assumed that up to four (4) ADA design exceptions will be required. Multiple exceptions at an intersection corner can be combined into one request form. An ADA design exception is not required for 15-foot long ramps with a running slope greater than 8.3% per PROWAG R304.2.1.

Make preliminary recommendations for crosswalk closure locations. Provide crosswalk closure barricade details where crossings are to be closed. It is assumed that up to eight (8) crosswalk closures will be completed. Crosswalk closure requests will be included in the design exception requests per County Standards.

At Preliminary Design, Consultant will provide County ADA Checklists with each ramp, and indicate DE requests on Preliminary Design Plans. Once the Preliminary Design is approved, Consultant will prepare draft and final design exceptions based on final designs.

Task 7 Deliverables:

- Task 7.1 (RESERVED)
- Task 7.2
 - Conceptual sketches (at 30%) of curb ramp designs with design exceptions noted (one electronic copy in PDF form)
 - Draft (at 30%) County ADA Checklists per ramp (one electronic copy in PDF form)
- Task 7.3
 - Draft (at 30%) and Final (30 days after comments received) Retaining Wall Design Memorandum (one electronic copy in PDF form)
- Task 7.4
 - Retaining Wall Type, Size, and Location memorandum (one electronic copy in PDF form)
- Task 7.5 (RESERVED)
- Task 7.6 (RESERVED)
- Task 7.7 (RESERVED)
- Task 7.8
 - At Preliminary Design, submit County ADA Checklists with each ramp, and indicate DE requests on Preliminary Design Plans.
 - Draft (at 60%) and Final (at 90%) Design Exceptions for the recommended designs (4 ADA design exceptions assumed)

Task 8.0 Final Design (60%, 90% and 100% Bid Ready) - Plans, Specifications, and Estimate (PS&E)

During this phase, the consultant will develop engineering plans, specifications, and estimates to the 100% stage. Also, the Consultant will advance the recommended alternative from the Curb Ramp Preliminary Design (30% design) stage to the 100% complete stage.

Consultant shall:

- Conduct one (1) strategy work sessions either in person or on the telephone (1.5 hour duration) to keep the project team informed about issues, decisions, and impacts. Up to 6 consultant personnel (5 Consor staff and 1 DKS staff) are expected to attend each meeting. Subconsultant budgets are included in subsequent design tasks.
- Conduct 30%, 60% and 90% design in person work sessions (1 hour each) with County staff. Up to 6 consultant personnel (5 Consor staff and 1 DKS staff) are expected to attend each meeting. Subconsultant budgets are included in subsequent design tasks.
- Complete engineering drawings for submittal to the County at 60%, 90%, and 100% milestones and perform quality assurance and in-house independent design checks and plan review of all drawings and related quantities. Provide comment/response logs for 30%, 60%, 90% and 100% submittals. All plans will be drafted with the latest version of AutoCAD software and the final CAD drawings provided through a FTP site.
 - Curb ramp retrofit locations will utilize topographic survey completed under Task 2.
 - Paving plans will utilize mobile lidar scan completed under Task 2.
- Provide relevant plan drawings that include at a minimum title, general notes/legend, typical sections, temporary pedestrian access route details, ADA ramp plans and details, paving plans and details, erosion control plans, temporary traffic control details, signing and pavement marking, retaining wall plans and profiles, traffic signal modification plans, standard details, and other required drawings for submittal to County for review. The preliminary plan sheet list is shown in Table 3.
 - Integrate mobile scan basemapping into project paving plans.
 - Conduct site visit to field verify mobile scan basemapping and update basemap
 - Incorporate recommended pavement rehabilitation treatment for each street segment based on conclusions from the geotechnical site visit under Task 11.3.
 - The pedestrian access route plans include a typical a pedestrian detour and diversion detail with accompanying TPAR table for each corner.
 - Temporary traffic control plans (TCP) will not be included, as it is assumed the project specifications and ODOT standard drawings will address traffic control needs. Up to two (2) TCP details may be included in the 90% and 100% plans to provide detail for staging, lane shifts, lane and shoulder width requirements, and critical areas that require details beyond the standard drawings.
 - Landscape restoration design is limited to grass seed or mulch shown on the curb ramp detail sheets to match existing landscaping beyond improvements. For estimating purposes, assume each of the 49 intersection corners will require grass seed or mulch construction notes. No additional landscape design is required.
 - Permanent signing is limited to removing and relocating existing signs when in conflict with the proposed design. All other existing signs will be protected in place and no additional proposed permanent signing is required.
 - Existing permanent pavement markings are assumed to be replaced in-kind, with minor modifications to existing crosswalk striping alignments due to curb ramp designs.
 - It is assumed that all guardrail within the project limits meet standards and no guardrail designs are required.
 - Replace existing traffic count/systems loops within the project paving limits at up to two intersections.
- Retaining Walls at Curb Ramp Locations:
 - The retaining wall requiring replacement will include 1 plan and elevation (P&E) sheet and 1 detail sheet. All sheets will be completed at 60% submittal. Class 2 independent check defined in the ODOT BDM will occur prior to 90% submittal.
 - It is assumed that only one (1) existing prefabricated modular retaining wall will require replacement.
- Catch Basin Relocations at Curb Ramp Locations:

- Show catch basin relocation designs on curb ramp detail sheets, were necessary.
- Show catch basin work only on the plan view (no profiles) with pipe/size/material/min slope/IE's (match exist.) indicated in the construction notes.
- For estimating purposes, assume of the 49 intersection corners that only 5 intersection corners will require minor catch basin relocation work. No additional drainage analysis is required.
- Indicate proposed gutter flow drainage direction utilizing flow direction arrows on curb ramp detail sheets to indicate positive drainage around each corner. No additional drainage analysis is required.
- Calculate quantities and develop an engineer's construction cost estimate for submittal at each plan development milestone (60%, 90%, 100%).
- Prepare relevant sections of special provisions based on the current Oregon Standard Specifications for Construction. Produce special provisions for the project using standard ODOT boilerplate special provisions and County boilerplate special provisions to the specifications in Part 00100 – General Requirements. Special Provisions will be developed at the 90% design stage.
- Revise and submit final 100% Special Provisions based on comments received during County reviews.
- Make corrections as required by County and submit final plans to County.
- It is assumed that up to four (4) proposed curb ramps retrofit corners will require up to one (1) major ADA design revision that will be addressed between 60% design and 90% design. A major design revision includes any modification that requires rework of the major components of the curb ramp (gutter line, throat location, landing location, ramp location, etc.).

Task 8 Deliverables:

- 60%, 90%, and 100% Engineering Drawings (11"X17"), 90% and 100% Special Provisions and Bid Schedule, documentation of 60%, 90% and 100% review comment/response logs, Engineer's Estimate, and final technical reports. The preliminary plan sheet list is shown in Table 3.

Table 3 Preliminary Sheet List

Sheet Title	30% Design	60% Design	90% Design	100% Design
Cover, Index of Sheets, Location Map	0	1	1	1
Legends and Abbreviations	0	1	1	1
Temporary Pedestrian Access Route Details	0	0	1	1
Temporary Pedestrian Access Route Applications by Corner (4 intersections per sheet)	0	0	5	5
Temporary Traffic Control Details	0	0	2	2
Alignment and General Construction (1" = 50') (2 frames per sheet)	0	14	14	14
Curb Ramp Details (Full Reconstruct: 1 corner per sheet)	49	49	49	49
Curb Ramp Details (Dome Retrofit: 2 corners per sheet)	11	11	11	11
Curb Ramp Details (CWC Sidewalk Retrofit: 2 corners per sheet)	2	2	2	2
Curb Ramp Typical Section and General Notes	0	1	1	1
Roadway Typical Sections	0	2	2	2
Roadway Details	0	4	4	4
Retaining Wall Plan and Profiles	1	1	1	1
Retaining Wall Details	0	1	1	1

Striping Layout Plan (1" = 50') (2 frames per sheet)	0	14	14	14
Striping Details	0	1	1	1
Erosion Control Plan (1" = 50') (2 frames per sheet)	0	0	14	14
Signal Legend	0	1	1	1
Signal Modification Plan	0	6	6	6
Signal Pole Entrance Chart	0	6	6	6
Signal Details	0	0	2	2
Traffic Count Loop Plan	0	2	2	2
Traffic Count Loop Details	0	0	1	1
Signal Standard Drawings (4 per sheet)	0	0	2	2
Roadway/Striping/Traffic Control Standard Drawings (4 per sheet)	0	0	9	9
Total	60	120	156	156

Task 9.0 Right-of-Way Research, Descriptions, Appraisals and Acquisitions

Consultant shall conduct the ROW activities for all properties in accordance with the most current version of the following:

- ORS 35, with reference to the “Uniform Appraisal Standards for Federal Land Acquisitions”
- Uniform Act
- County ROW acquisition policies and procedures (which are guided by the ODOT ROW Manual)

The recommended approach to ROW coordination with the County is to:

- Designate a ROW PM to communicate directly with the County ROW PM or Designee
- The Consultant ROW PM should disseminate information and provide direction to the rest of the ROW team
- Hold an initial ROW coordination meeting with County and Consultant ROW staff to discuss County policy and procedure and ROW acquisition strategy.

Consultant shall use County versions of all forms, spreadsheets, brochures and pamphlets referenced in the “*ODOT Right of Way Manual*” and needed to complete work associated with Task 11.0. These forms, spreadsheets, brochures and pamphlets shall not be altered without written permission from the County. They may be obtained through the County ROW PM or Designee.

Consultant shall track status for all ROW files to be acquired for the project in the Excel spreadsheet format provided by County. Consultant should coordinate the details of this process with the County ROW PM or Designee at the ROW Coordination meeting.

Consultant shall provide ROW acquisition services, following County policies and procedures. It is assumed a total of 20 acquisitions are required for the project for which title reports for all permanent easements will be needed in addition to maps and descriptions, General Information Notice (GIN) letters, limited appraisals and reviews, and acquisition and closing assistance will be needed.

The County intends to acquire the temporary and permanent easements that are uncomplicated and estimated to be valued less than \$15,000 using an ADJC process. ADJC values will be determined and prepared by County

staff through analysis and review of the sales used in the appraisal of a similar zoned property. One appraisal and appraisal review for each type of property and/or each property considered to be complex and outside the scope of the ADJC process will be needed. It is assumed that appraisals will be taking and damage appraisal formats.

The County intends to utilize its “alternative acquisition for driveway transition” process for any Temporary Easements needed for simple driveway transitions. The County’s process is similar to the process outlined in Section 6.325 of the ODOT Right of Way Manual.

It is assumed that the permanent acquisitions shall be acquired in the County’s name and that there will be no displaced persons.

9.1 Right-of-Way Research

Consultant shall complete ROW research as needed to locate and identify existing easements and property ownership. Preliminary Title Reports will be necessary for each property from which a Permanent Easement will be required.

9.2 Right-of-Way Strip Map and Impact Maps

Consultant shall develop a ROW strip map and impact maps showing existing and proposed Right-of-Way lines and permanent and temporary easement lines. ROW maps are to be provided to the ROW staff upon delivery of 60% construction plans. ROW impact maps shall be updated as construction plans are updated and produced. File numbering for the acquisitions will be reviewed and approved by County ROW PM or Designee.

- Scale for the ROW maps, shall be in English units, the scale is to be an appropriate Engineering scale such as 1”=20’, 1”=40’, 1”=60’, 1”=100’.
- For each parcel, show map and tax lot number, site address, vested owner name and deed number, and file number.
 - Major improvements within the easement areas and within 20 feet of the outer most area of acquisition shall be shown. If no acquisition is being acquired for a particular parcel, then show major improvements 20 feet from the existing ROW line. (Examples of major improvements to be shown on the ROW map are: houses, outbuildings, driveways, fences and other miscellaneous features needed for determining Just Compensation.)

9.3 Right-of-Way Descriptions & Exhibit Maps

Consultant shall:

- Prepare and assemble all title documents, including vesting deeds and preliminary title reports for each impacted property.
- Consultant shall develop and provide a centerline description from one end of the project limits to the other to be used by County with their Resolution of Necessity for the project. County will provide an example if needed. County will review and provide feedback to Consultant if needed. Consultant will make any necessary changes requested by County.
- Prepare ROW Maps and Descriptions (Exhibits A and B) according to the guidelines and example provided by the County. County will review and provide feedback to Consultant if needed. Consultant will make any necessary changes requested by County. Maps and descriptions will be made on 8 1/2" x 11" paper. Written legal description should be referenced as "Exhibit A" and the map as “Exhibit B”. Each description will include the following:
 - Descriptions shall be dated and stamped by a professional land surveyor licensed in the State of Oregon.

- Descriptions for the properties shall reference the last recorded deed by type of deed, owner's name, book and page, and date recorded. This information is to be taken from the last vesting deed.
- Descriptions shall reference easements as "Permanent" i.e. (Permanent Right of Way for Road Purposes Easement, Permanent Slope Easement, Permanent Public Utilities Easement, Etc.) or as "Temporary" i.e. (Temporary Construction Easement, Temporary Mitigation Easement, Etc.).
- Descriptions shall reference ROW easements as Parcel 1 and other easements as subsequently numbered parcels. Multiple easements per Parcel are acceptable (e.g. Parcel 2- Permanent Slope and Public Utilities Easement, Parcel 3 - Temporary Construction Easement).
- Descriptions shall reference centerline stations on the map. Show the distance from the centerline to existing ROW line and from centerline to proposed ROW and/or easement line(s) on the parcel map.
- On each parcel map provide a legend showing with a hatch, the areas being acquired. Give the areas for each parcel in square feet. Note: Legend should be consistent from file to file. For example, a hatch used for a permanent slope easement would be the same for all files on the project.
- Show north arrow, appropriate scale, project name, County project number and date exhibit was prepared.
- Feet are to be shown on all distances in "Exhibit B" (excluding centerline).

9.4 Right-of-Way Staking

Consultant shall:

Stake proposed and existing ROW and easements for appraisals and acquisition process in accordance to ORS 368.106.

9.5 Preliminary Activities

Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (GIN), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map (marked Preliminary and showing the right of way to be acquired) to all owners and occupants of affected properties. Consultant shall mail GINs via regular mail. Consultant shall use County GIN form. Consultant shall email a copy of each GIN as a separate file to the County ROW PM or Designee.

Consultant shall prepare and maintain a Diary of Personal Contact for each file. The Diary of Personal Contact must include dates associated with the mailing of the GIN in addition to the date, place of contact, parties contacted, what was delivered and explained, and a summary of what was discussed, for all contact with affected property owners and/or their representatives.

9.6 Appraisal and Appraisal Review

Consultant shall use appraisers who are licensed in the State of Oregon, experienced and competent in eminent domain appraising, and on ODOT's Qualified Appraisers List. Appraisals for this purpose shall be made in accordance with ORS Chapter 35. One appraisal and appraisal review for each type of property and/or each property considered to be complex and outside the scope of the ADJC process will be needed. Appraisal and Appraisal Review shall be made by different appraisers. It is assumed that appraisals will be taking and damage appraisal formats. It is assumed that appraisal reviews will include a field review of subject and sales used in the valuation process. Special Benefits, if any, must be quantified by the appraiser whether or not there are any compensable damages to the property. Tenant owned improvements included in the acquisition must be identified and segregated in the appraisal.

An initial analysis will be made to determine which files will need appraisals. Consultant will bring the results of the analysis to County ROW Program Manager and CPM for discussion and decision. An appraisal will be needed for all files that are estimated to be valued above \$15,000.

Consultant shall provide 1 hard copy and 1 digital copy of each appraisal and appraisal review to the County for review. The County shall recommend Just Compensation based on the appraisal. Just Compensation shall be no less than the reviewed appraisal amount.

9.7 Right-of-Way (ROW) Acquisition

All ROW shall be acquired in the name of the County as easement. Consultant shall conduct negotiations, on behalf of the County, in good faith and in compliance with all state laws and regulations and County policies and procedures. Consultant shall conduct negotiations for acquisition of real property based on Just Compensation issued by County. Consultant shall use Acquisition Agents who are licensed in the State of Oregon to conduct real estate transactions, experienced and competent in negotiating and acquiring real property rights under the rules and regulations related to the power of eminent domain.

Consultant shall consult with County to determine the extent to which Consultant will be responsible for clearing title encumbrances identified on the Preliminary Title Report or making the offer subject to clearing title encumbrances. Consultant shall discuss the condition of the title with the property owner at the offer presentation or as soon as possible after the offer is mailed. The discussion will address the County's intention to clear the lender's interest in the acquisition, if any. Consultant shall present any requests for taking title subject to one or more outstanding interests to County for approval. Fee owners' and contract purchasers' ownership interests must be addressed. Lender's interests must be addressed. When impacted by the taking, lessees' interests must also be addressed.

Consultants shall prepare and present to County a draft Offer Packet for review before any offers are made. All offers will be made by consultant as County's Buyer's Agent. These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, County's Obligations Agreement if appropriate, copy of appraisal or ADJC, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged). Offers will be made to all owners and all negotiations shall be conducted with all owners unless all owners have designated a representative in writing or are represented by legal counsel. Consultant shall notify County as soon as possible when legal counsel enters the acquisition process.

To every reasonable extent possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail with return receipt request. Dates of delivery and an accounting of the events leading to the decision to mail the offer must be documented in the Diary of Personal Contact and the file. It is recommended that delivery be periodically tracked to ensure there are no problems.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days). Counter offers from the owner should be accompanied by information the owner believes is relevant to determining the value of the property and reviewed with the County ROW PM promptly. Consultant shall attempt to negotiate an approved administrative settlement, but shall not take any coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to County for final approval, acceptance, payment, conveyance of title and recording. The Final Report Packet shall include County's Final Report and Transmittal of

Documents form and all other documentation associated with the ROW activities conducted for this file. Consultant shall include satisfactory documentation of signer's authority to sign if Grantor is a Trust, Corporation, Partnership, or Non-Profit. Consultant shall mail or deliver the Final Report Package and email a digital scan of the Final Report Package to the County ROW PM or Designee in a reasonable amount of time after all signed offer documents have been received by Consultant.

- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a written justification and owner supplied supporting documentation to County for approval. If accepted see above.
- IF an acceptable agreement is not reached within the timeframe set by County, Consultant shall prepare and submit a Recommendation for Condemnation (RC) Packet. The RC Packet shall include County's RC form and all other documentation associated with the ROW activities conducted for this file. Consultant shall mail or deliver the packet and email a digital scan of the packet to the County ROW PM or Designee in a reasonable amount of time after the decision to RC the file is made. Consultant shall also provide to County the Microsoft Word (editable) versions of any and all documents upon request (e.g. Diary, Obligations Agreement, Conveyance Documents, Offer Letter, Acquisition and Relocation Summaries).

Consultant shall continue documenting the Diary of Personal Contact for each file until the file is transmitted to the County. The Diary of Personal Contact must include a dated record in chronological order of all contact with property owners and or their representatives and all occupants and or their representatives, including but not limited to the means by which the communication took place (email, fax, telephone, in person, etc.), the location of the contact, efforts to achieve amicable settlements, owners' suggestions for changes in plans, responses to owners' counterproposals, etc.

The County is to be notified as soon as possible upon engagement with a property owner's legal representation.

9.8 Right of Entry (ROE) Acquisition (RESERVED)

Task 9 Deliverables:

- 9.1 Preliminary Title Reports and supporting documents*
- 9.2 Right-of-Way Strip Map and Impact Maps (20 impact maps and one overall strip map)*
- 9.3 Right-of-Way Descriptions (20 maps and descriptions)*
- 9.4 Right-of-way Staking (20 files)*
- 9.5 General Information Notice Letters (20 files)*
- 9.6 Appraisals and Appraisal Reviews*
- 9.7 Acquisition/Negotiation/RC files (20 files)*

Task 10.0 Bid and Award Assistance

This task includes the preparation of addenda, as needed, and responding to questions during the bidding phase. Consultant shall respond to questions from County and Construction Contractors about the plans and specifications during the bidding process.

10.1 Questions During Bidding and Addenda

Consultant's Project Manager, or Consultant's designee(s) approved by County, shall assist County with questions regarding the bid documents and bid process. Consultant shall respond to all questions in writing within 3 days to the CPM.

Consultant shall, during the bidding process, assist the County with the communications with Construction Contractors and suppliers in a manner that assures that no Construction Contractor or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked by construction contractors or suppliers and the answers provided to the County. Consultant shall maintain the written log in the project file and provide upon request of the CPM. For budgeting purposes, one (1) addendum will be expected to be issued.

Task 10 - Consultant Deliverables

- *Written log of conversations, questions and answers, provided to the CPM upon request.*
- *One (1) addendum to the bid documents.*

Task 11.0 Geotechnical and Geologic Services

Consultant shall conduct geotechnical field investigations to explore the subsurface conditions for the development of pavement rehabilitation and/or reconstruction recommendations. Consultant shall provide a Geotechnical Report summarizing and presenting the results of the investigation, analyses, and recommendations. Assessment of Material Sources and Disposal Sites is not included in these Services.

Consultant shall complete the geotechnical and geological Services in accordance with County design standards, AASHTO, and FHWA. Consultant shall summarize the findings in a Geotechnical Report. County will provide relevant historic geotechnical reports and field investigation data from any prior work for inclusion with the Geotechnical Report. Consultant shall perform the following subtasks for the pavement investigation.

11.1 Site Reconnaissance, Exploration and Testing Work Plan

Consultant shall perform site reconnaissance. The site reconnaissance must include the following. Consultant shall:

- Observe surface conditions indicative of subsurface conditions;
- Identify site constraints and staging concerns (for exploration and construction);
- Identify potential exploration locations;
- Attend meetings with County or other parties to discuss, review, and ascertain site conditions relevant to the geotechnical project work.

The site reconnaissance will facilitate understanding of the site constraints for field explorations, construction, and traffic staging. Proposed boring locations will be staked or painted on the ground.

Consultant shall perform visual pavement assessment in accordance with ODOT's Good-Fair-Poor (GFP) Pavement Condition Rating Manual and Distress Survey Manual. The primary goal shall be to identify and map areas of severely distressed existing pavement to determine the cause of the distresses and to determine potential mitigation strategies. Mapping will identify surface manifestation of weak, poor, or failing subgrade, and locations of pavement failure such as longitudinal cracking or raveling; in addition, subsurface drainage conditions shall be assessed based on surface evidence.

Consultant shall prepare an Exploration and Site Plan figure to show the proposed exploration locations and Traffic Control Plans (TCPs). If the TCP differs from the standard plans given in the ODOT Oregon Temporary Traffic Control Handbook (OTTCH), the traffic control plan will be prepared by a flagging company licensed to work in the State of Oregon. The TCP must address a minor road encroachment as

well as a single lane closure for activities associated with drilling exploratory borings from the roadway. Consultant shall submit the figure and TCPs to the County for approval. Consultant shall obtain ROW permit from the County.

Assumptions

- County will furnish or waive ROW permit fees for geotechnical explorations.
- Consultant will limit observations to remain within the existing right-of-way.

11.2 Field Exploration and Laboratory Testing

Consultant shall perform the geotechnical explorations and reconnaissance for pavement design to evaluate subsurface conditions and develop geotechnical recommendations for the designs as shown in the following table.

STRUCTURE	EST # OF BORINGS	ESTIMATED BORING DEPTH
Pavement design – SE Sunnyside Road from SE Stevens Road to SE 122 nd Avenue	6	5 feet below ground surface with pavement cores.
Pavement design – SE Sunnyside Road from SE 162 nd Avenue to 172 nd Avenue	4	5 feet below ground surface with pavement cores.
Pavement design – SE 142 nd Avenue from SE Sunnyside Road to Highway 224	4	5 feet below ground surface with pavement cores.

Consultant shall perform geotechnical field explorations to determine the subsurface conditions for the express purpose of characterizing subsurface conditions within the project limits and determining the pavement design recommendations for the items listed in the table above.

Falling Weight Deflectometer (FWD): Consultant shall perform FWD testing at 200-foot spacing in the outside wheel path of each travel lane and the center turn lane to measure existing pavement and subgrade stiffness. The 200-foot test interval spacing will be offset by 100 feet between adjacent lines therefore a test will be performed for each 100 feet of roadway.

TEST METHOD	EST # OF TESTS	TEST LOCATION(S)
FWD tests	178	SE Sunnyside Road from SE Stevens Road to SE 122 nd Avenue
FWD tests	59	SE Sunnyside Road from SE 162 nd Avenue to 172 nd Avenue
FWD tests	67	SE 142 nd Avenue from SE Sunnyside Road to Highway 224

Ground-Penetrating Radar (GPR): Consultant shall perform GPR testing on the road sections in the outside wheel track of each travel lane in both directions and the center turn lane using a 2 GHz truck-mounted horn antenna. GPR testing will be conducted while traveling at the posted roadway speed limit and will not require traffic control.

TEST METHOD	EST # OF TESTS	TEST LOCATION(S)
GPR transects	8	SE Sunnyside Road from SE Stevens Road to SE 122 nd Avenue
GPR transects	6	SE Sunnyside Road from SE 162 nd Avenue to 172 nd Avenue
GPR transects	3	SE 142 nd Avenue from SE Sunnyside Road to Highway 224

Consultant shall perform exploration work in accordance with Federal, State, and Local regulations. Consultant shall perform the subsurface exploration work in conformance with the Exploration and Testing Work Plan (ETWP) as described in Task 11.1.

Exploration tasks include the following. Consultant shall:

- Obtain a drilling permit from Clackamas County;
- The permit fee will be waived;
- Locate utilities in the vicinity of the proposed borings by and through the One-Call system prior to the fieldwork;
- Drill all borings with a truck-mounted drill rig using solid stem auger drilling techniques;
- Notify the County immediately and place drill cuttings/fluids in separate drums, labeled with the boring #, depth, and date and transport drums to a location designated by the County, if contaminated soil/groundwater is encountered. The geotechnical investigation does not include any services related to environmental or hazardous materials;
- By and through the drilling subcontractor, drum and dispose of all cuttings offsite;
- The field explorations will be performed during weekdays between 8 pm and 6 am;
- Provide traffic control that will be consistent with requirements for shoulder and single lane closures;
- Temporary traffic control (rolling closures) for FWD will be required;

Consultant shall provide an engineer or geologist to supervise the field operations and log the borings. Subsurface explorations must be conducted in general accordance with American Association of State Highway Transportation Officials (AASHTO). Soil samples must be obtained at 2-foot intervals using either a standard penetration sampler or a Shelby tube sampler.

Laboratory Testing: Consultant shall conduct water contents, sieve analyses, and Atterberg limits tests on soil samples obtained from the borings to classify the soils and estimate their engineering properties. If soft soils are encountered, a consolidation and direct shear test may be performed by Consultant to assist with the engineering studies.

11.3 Asphalt Pavement Analysis and Report

Consultant shall conduct field investigations in Task 11.2 to explore the subsurface conditions of the existing roadway and conditions of the existing pavement, perform pavement rehabilitation analyses of the existing pavement section, perform pavement design for full-depth repair or reconstruction sections, and provide a report which summarizes and presents the results of the investigation, analyses, and pavement recommendations. The results of pavement design for full-depth repair or reconstruction areas should be checked with County standard pavement section. Pavement recommendations will be included in the Geotechnical Report. The pavement rehabilitation evaluation and design services shall include:

Data Review

Consultant shall review available existing information to evaluate the geologic and subsurface conditions, construction, and maintenance history of SE Sunnyside Road and SE 142nd Avenue. Consultant shall review available information from the following sources (as applicable and as provided by the County):

- Existing published and unpublished literature from County records;
- Previous pavement and geotechnical reports from federal, city, County, or other officials, Consultants, groups, or individuals pertinent to the project;
- As-built roadway plans (as available); and
- Maintenance records.

Pavement Analysis and Design

Consultant shall develop pavement design criteria, design parameters, and pavement sections for an acceptable pavement design to be used in this application. Pavement rehabilitation design and full-depth repair or reconstruction design will be provided for existing roadway. The pavement design recommendations will use the results of the FWD, GPR, and borings performed as part Task 11.2. Develop preliminary flexible pavement section recommendations for roadway rehabilitation, full-depth repair, and reconstruction sections, as warranted, using a 20-year design period. Pavement section design will be performed in accordance with the current ODOT Pavement Design Guide, AASHTO Guide for Design of Pavement Structures, and applicable County requirements.

Conduct a site visit (8 hour duration) to review the project sites, with County staff if available. Up to 4 consultant personnel (2 Consor staff and 2 GRI staff) are expected to attend the site visit. Subconsultant budgets are included in subsequent design tasks. It is assumed this field visit will occur after the draft pavement investigations and pavement rehabilitation recommendations are available for reference. Pavement recommendations will be revised based on discussion with the project team during the field review.

Develop recommended pavement designs:

- Recommended pavement designs include asphalt overlay, asphalt grind and inlay, asphalt remove and replace and full depth reconstruction.
- It is anticipated that the project budget cannot support a full depth reconstruction option, but a pavement design is provided for concept design cost estimating purposes.

Assumptions:

- Life cycle cost analysis is not included.
- Portland Cement Concrete (PCC) pavement will not be included as a potential pavement option.
- Consultant will use traffic counts provided by County and traffic growth rate to compute the equivalent 18-kip single axle loads (ESALs) within the project limits as required for the pavement design analysis.

Task 11.0 Deliverables:

- *Exploration and Site Plan*
- *Draft field investigation findings with recommended pavement rehabilitations, and pavement rehabilitation cost estimates for use during the field visit with County staff.*
- *Draft and final data reports summarizing field investigation findings and input/decisions/direction from the field visit with County staff.*
- *Draft and Final Geotechnical Report*

PROJECT ASSUMPTIONS

The Consultant has made the following additional assumptions related to this project.

1. The project is covered under the County's 1200-CA permit.
2. All permits and application fees shall be paid by Clackamas County, or as a reimbursable expense at cost.
3. This scope of work does not include the acquisition of any environmental permits or authorizations.
4. This scope of work does not include the preparation or submittal of a formal wetland delineation report to the Oregon Department of State Lands for wetland concurrence.
5. It is assumed that up to one field visit with the County to verify existing signal equipment is included in the signal design.
6. It is assumed that no signal detection modification will be included.
7. It is assumed that traffic count/systems loop modifications will be included at up to two intersections.
8. It is assumed that no temporary traffic signal design or plans will be included.
9. It is assumed that signal controller cabinets, service cabinets, and signal mast arm poles will not be impacted.
10. Signal junction boxes will be protected in place to the extent possible to minimize construction expenditures.
11. It is assumed that signal communications will not be impacted.

COUNTY'S PROJECT RESPONSIBILITIES

The County will:

1. Provide a project manager who is responsible for overall project development and management and for coordination between the Consultant and the County.
2. Verify the work scope, design parameters and curb ramp list.
3. Review County provided curb ramp inventory and confirm recommended curb ramp replacement locations and curb ramp modification locations.
4. Coordinate the relationship with adjacent property owners and with the general public.
5. Provide County standard drawings and details when possible.
6. Provide Consultant with digital copies of relevant forms such as curb ramp and crosswalk assessment checklists, curb ramp inspection forms, and cost estimate/schedule of bid items templates.

7. Provide as-built CAD files of recent construction projects.
8. Provide pavement design for curb ramp ACP plug (matching as-built plans).
9. Assist in utilities coordination and facilitate the timely receipt of utility data from the private utility companies.
10. Maintain and manage the public involvement mailing list and project press releases.
11. Coordinate communication among County staff, organize comments on deliverables, and provide unified feedback to the Consultant.
12. Provide timely review and comment on drawings, bid items and quantities, and estimate submitted by Consultant to County for review and approval. Assume County will provide review of submittals within 2 weeks.
13. Maintain records and process Consultant invoices.
14. Manage the relationship with other jurisdictions (cities, ODOT, etc.) involved in the project, as needed.
15. Renew and continue to administrate the County-wide 1200-CA erosion control permit. No additional documentation is required for the project by Oregon DEQ, Water Environment Services (WES) or other permitting agencies while the 1200-CA umbrella permit remains in effect.
16. Review all permitting prepared by Consultant for the City of Happy Valley (assume ROW permit for TCP and road connections, and Noise Variance for night work for paving on Sunnyside Rd) and pay applicable permit fees. Consultant will submit permits on the City's behalf.
17. Participate in field walk-throughs with Consultant staff to verify pavement rehabilitation treatment under Task 11.
18. Obtain all Right-of-Entry (ROE) permits for project design and construction.
19. Advertise and manage the bidding process for construction.
20. Manage the construction process.

2025 - 2026 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2025 through December 31, 2026. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>Rates</u>	<u>Billing Classifications</u>	<u>Rates</u>
Principal Engineer VI	\$371	Construction Manager X	\$321
Principal Engineer V	\$346	Construction Manager IX	\$299
Principal Engineer IV	\$328	Construction Manager VIII	\$283
Principal Engineer III	\$308	Construction Manager VII	\$274
Principal Engineer II	\$291	Construction Manager VI	\$254
Principal Engineer I	\$278	Construction Manager V	\$234
Professional Engineer IX	\$272	Construction Manager IV	\$221
Engineering Designer IX	\$265	Construction Manager III	\$202
Professional Engineer VIII	\$258	Construction Manager II	\$187
Engineering Designer VIII	\$250	Construction Manager I	\$166
Professional Engineer VII	\$244	Construction Coordinator V	\$215
Engineering Designer VII	\$240	Construction Coordinator IV	\$195
Professional Engineer VI	\$233	Construction Coordinator III	\$181
Engineering Designer VI	\$228	Construction Coordinator II	\$162
Professional Engineer V	\$223	Construction Coordinator I	\$145
Engineering Designer V	\$214	Construction Admin Specialist IV	\$199
Professional Engineer IV	\$211	Construction Admin Specialist III	\$178
Engineering Designer IV	\$211	Construction Admin Specialist II	\$155
Professional Engineer III	\$204	Construction Admin Specialist I	\$131
Engineering Designer III	\$204	Inspector VII	\$234
Engineering Designer II	\$189	Inspector VI	\$215
Engineering Designer I	\$174	Inspector V	\$195
Principal III	\$375	Inspector IV	\$181
Principal II	\$328	Inspector III	\$162
Principal I	\$289	Inspector II	\$145
Project Manager IV	\$280	Inspector I	\$125
Project Manager III	\$267	Technician IV	\$212
Project Manager II	\$238	Technician III	\$192
Project Manager I	\$208	Technician II	\$168
Cost Estimator III	\$313	Technician I	\$145
Cost Estimator II	\$250	Project Coordinator IV	\$188
Cost Estimator I	\$188	Project Coordinator III	\$174
Quality Control Compliance Specialist	\$195	Project Coordinator II	\$156
		Project Coordinator I	\$137
		Administrative III	\$137
		Administrative II	\$127
		Administrative I	\$112

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at cost.

ADA RAMP AND PAVING: SUNNYSIDE RD & 142ND AVE
CLACKAMAS COUNTY, OR
PROPOSED FEE ESTIMATE

[illegible]